

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Parking Agreement with the U.S. Department of Agriculture

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Gregory Foppiani

**EXT:** 5950

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a parking agreement with the U.S. Department of Agriculture for parking at the Seminole County Criminal Justice Center during an impending hurricane or a declaration of a state of emergency.

County-wide

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**BACKGROUND:**

The U.S. Department of Agriculture, located in Lake Mary, Florida, has requested permission for vehicle storage at the Seminole County Criminal Justice Center parking lot in the event of a declaration of a state of emergency. The County has designated 10 spaces to be used for this purpose.

Vehicles may remain up to twelve hours after the conclusion of a storm or cessation of a state of emergency.

The term of this agreement shall be for three (3) years and, upon mutual agreement of the parties, may be extended for two (2) additional one (1) year terms.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a parking agreement with the U.S. Department of Agriculture for parking at the Seminole County Criminal Justice Center during an impending hurricane or a declaration of a state of emergency.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )

**TEMPORARY VEHICLE STORAGE AGREEMENT  
UNITED STATES DEPARTMENT OF AGRICULTURE**

**THIS AGREEMENT** is made and entered into this 15 day of August, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and the **UNITED STATES DEPARTMENT OF AGRICULTURE**, whose address is 4195 N. U.S. Highway 17/92, Sanford, Florida 32771, hereinafter referred to as "USDA".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY is the owner of a certain building known as the Seminole County Criminal Justice Center located at 101 Bush Boulevard, Sanford, Florida 32773; and

**WHEREAS**, the Board of County Commissioners has the authority under Section 125.35, Florida Statutes to designate real property for the particular use it deems to be the highest and best; and

**WHEREAS**, the USDA is in need of temporary storage space for certain vehicles in the event of a declaration of a state of emergency; and

**WHEREAS**, the Board of County Commissioners has determined the granting of such rights and privileges to the USDA as are outlined under this Agreement constitutes a County purpose,

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the COUNTY and USDA agree as follows:

**1. STORAGE LOCATION.** The COUNTY agrees to permit USDA to store those vehicles, as described in Exhibit A, attached hereto, in

the ten (10) spaces as shown on Exhibit B, attached hereto, for those periods of time between a declaration of a state of emergency or twelve (12) hours prior to a projected hurricane arrival, whichever occurs first, and twelve (12) hours after the conclusion of a storm event or cessation of a state of emergency, whichever occurs first.

**2. TERM.** The term of this Agreement shall be for three (3) years and, upon mutual agreement of the parties, may be extended for two (2) additional one (1) year terms.

**3. USE OF PREMISES.** USDA shall have the exclusive use of the designated spaces for parking of the designated vehicles during state of emergency/storm events for the term of this Agreement. USDA covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America or the State of Florida, or the ordinances of Seminole County or of the City of Sanford; it shall not use or keep any substance or material in or about the premises which may vitiate or endanger the premises or increase the hazard of risk, and it shall not permit any nuisance on the premises.

**4. ASSIGNED AND SUBLETTING.** The USDA shall not assign or sublet the premises or any part thereof without first obtaining the written consent of the COUNTY nor shall it change the assigned vehicles permitted on said premises without the written consent of COUNTY.

**5. LIABILITIES AND RESPONSIBILITIES OF THE PARTIES.**

(a) Each party to this Lease Agreement is responsible for all personal injury and property damage attributable to the negligent acts

or omissions arising out of this Lease Agreement of that party and the officers, employees, and agents thereof. The USDA insurance coverage shall be as provided below, with proof thereof to be provided to the COUNTY upon request.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and the USDA beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

**6. INSURANCE.** The USDA agrees to provide Business Auto coverage for the vehicles as indicated in Exhibit A.

Business Auto Policy.

(a) USDA'S insurance shall cover USDA and COUNTY for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(b) The minimum limits to be maintained by USDA (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, USDA shall maintain separate aggregate limits of coverage applicable to claims

arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by USDA shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(c) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily	\$100,000.00
Injury and Property Damage	
Liability Combined	

**7. REMOVAL OF PROPERTY.** USDA shall without demands therefore and at its own cost and expense remove all vehicles belonging to it within twelve (12) hours after cessation of the declaration of a state of emergency or end of a storm event, whichever comes first, repair all damage to the premises caused by such storage or removal, and restore the premises to the condition it was in prior to the start of the storage event. Any vehicles not so removed in a timely manner shall be deemed to have been abandoned by USDA and may be retained or disposed of by COUNTY.

**8. ACCEPTANCE OF PREMISES BY USDA.** The placement of USDA vehicles on the premises by the USDA shall be conclusive evidence that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted, and said premises were acceptable to the USDA.

**9. AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are

expressed herein, and that no amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease Agreement.

**10. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail with return receipt requested and sent to:

**For COUNTY:**

Administrative Services  
200 W. County Home Road  
Sanford, FL 32773-6179

**For USDA:**

United States Department of Agriculture  
4195 N. U.S. Highway 17/92  
Sanford, FL 32771



**11. DEFAULT.** Either party to this Agreement in the event of act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

**12. APPLICABLE LAW.** This Lease Agreement shall be construed under and in accordance with the laws of the State of Florida.

***(Signature Page Follows)***

IN WITNESS WHEREOF, the parties hereto have made and executed  
this instrument for the purpose herein expressed.

ATTEST:



UNITED STATES DEPARTMENT OF  
AGRICULTURE

By: Charles A. Chastain, USDA APHIS CARD  
Supervisory Office in Charge  
Agency Head

Date: 08-15-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA


\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
Brenda Carey, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

  
As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/sjs  
7/24/08

P:\Users\Legal Secretary CSB\Administrative Services\Vehicle Storage - USDA.doc

Attachment:

- Exhibit "A" - List of Permitted Vehicles
- Exhibit "B" - Designated Storage Spaces

## EXHIBIT A

4195 N. Highway 17/92

Sanford, Fl 32773

TAG#	Year	MAKE/MODEL	Current Mileage	Color
A339613	2007	Dodge Dakota	4323	Blue
A339614	2007	Dodge Dakota	28040	Blue
A339615	2007	Dodge Dakota	11309	Blue
A339617	2007	Dodge Dakota	16959	Blue
A339618	2007	Dodge Dakota	21958	Blue
A339619	2007	Dodge Dakota	15007	Blue
A339620	2007	Dodge Dakota	13973	Blue
A339650	2007	Dodge Dakota	4965	Blue
A345768	2008	Chevy Impala	818	Silver



# GIS Aerial Map of Seminole County Criminal Justice Center



EXHIBIT B

